Contract for RFP #1929 Attachment 1

The State of Kansas DA-146a Contractual Provisions Attachment. (2 pages)

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of April, 2013.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, and Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Contract for RFP #1929 Attachment 2

Statement of Work (15 pages) Attachment 2 shall take precedence over Attachment 8.

Statement of Work ("SOW") for Kansas RFP# K-CRAFTS EVT 0001929

This Statement of Work ("SOW") for Kansas RFP# K-CRAFTS EVT 0001929 adopts and incorporates by reference the terms and conditions as agreed to by Celtic and KS DOR. This SOW is effective beginning upon contract award of RFP# K-CRAFTS EVT 0001929.

As used herein,

KS DOR: Will mean the Kansas Department of Revenue and

Celtic: Will mean Celtic Systems.

Celtic is providing an International Registration Plan (IRP) solution for the KS DOR. Celtic represents and warrants that any and all representations made and information provided by Celtic to Customer in connection with this SOW, including that information provided within or in support of the RFP, is accurate at the time of writing.

1 K-CRAFTS Statement of Work

Celtic is the manufacturer of the primary software Custom off the Shelf (COTS) IRP solution and the Celtic Document Management Tool for this effort which are part of the integrated Celtic Motor Carrier System (CMCS) Software Suite of products. Celtic will take the lead technical role in the configuration, installation, and deployment of the Solution. There are several Major Tasks in the project each with associated deliverables.

1.1 Project Management

The Project Deliverables are as follows:

Project Management Plan to include:

- Issue Management
- Risk Management
- Change Control Management
- Communication Management
- Project Execution (SDLC)
- Quality Management; and
- Project Close-Out

Cadence Tracking Spreadsheet to include:

- Dashboard Status
- Issues Tracking
- Risk & Mitigation Log
- Change Control Log
- Action items
- Contact Log

KS DOR will assign a KS DOR Project Manager who will coordinate KS DOR's responsibilities and provide oversight, monitoring, and verification of all project activities.

Celtic shall assign a Celtic Project Manager that will be responsible to complete all work and meet all requirements identified in the executed contract. Celtic will work with KS DOR to complete the work to conditions of satisfaction for quality, accuracy, and completeness to be approved by KS DOR.

Detailed Project Work Plan

Celtic will deliver and update the work plan as changes occur to the Project Work Plan activities to reflect project progress, to manage schedule and resource variances, and to take appropriate corrective action. Tasks, sub-tasks, activities or sub-activities will be tracked through the MS Project tool.

Celtic shall prepare a complete Critical Path Method (CPM) schedule that adheres to and incorporates all deliverables, milestones and dependencies with completion dates.

Celtic shall document and manage all project issues across all project activities. Celtic will be responsible for the creation and maintenance of those issues that relate to the configuration and deployment of the IRP application, data conversion, and related support activities. KS DOR will be able to create incidents throughout the project.

1.2 Requirements Verification

This deliverable requires Celtic to obtain a detailed understanding of the business and system requirements as described in **Appendix E Business and System Requirements Specifications, of the KS DOR RFP relating to IRP.** Celtic will validate the business and systems requirements with the KS DOR Subject Matter Expert Teams.

Celtic will confirm their fit gap analysis and begin the Design activity. The fit gap analysis shall be between the COTS solution and the Detailed Business and System Requirements.

Celtic will develop an approach to bridge any functionality gaps, making sure that all existing legacy functionality is included in the solution design.

The Requirements Verification Deliverables are as follows:

Requirements Traceability Matrix

- Celtic is responsible to lead effort to implement and validate a traceability matrix mapping all requirements to the Functional Requirements Document (FRD) and to the test scripts.
- The mapping of requirements to the FRD in the traceability matrix is used to verify that all system requirements are mapped to system components.
- Celtic is responsible to lead the development, delivery and maintenance of the Traceability Matrix. The KS DOR Team shall validate the Traceability Matrix to confirm that business/system requirements are complete. The KS DOR Team shall confirm that requirements are mapped all the way to the Functional Requirements Document (FRD) and test scripts throughout the project.

1.3 Functional Requirements Documentation

Celtic will address each requirement in the Functional Requirements document to define how the system will be changed to accommodate all of the required functionality.

The Functional Requirements Sessions Deliverables are as follows:

Functional Requirements Document
The Functional Requirements Document (FRD) will include:

- Business Rules
- User Interface Scenarios (Screen layouts, flows, functionality and navigation).
- Validation rules for data
- Preliminary user group identification for role mapping
- Report requirements including:
    - Standard IRP reporting (daily ledger, transmittals, etc)
    - Ad Hoc Reporting
    - Tree Structure Inquiry
- Correspondence rules
- System Notification rules
- Include House bill 2557 for intrastate commercial vehicle registration

1.4 Interface Control Documentation

Celtic will create the ICD to identify and document each interface the new solution will need to function as required. ICD session Deliverables include:

Interface Control Document
The Interface Control Document (ICD) will define the interfaces for the following:

- Kan Pay (credit card and ACH payment over the web) – Prefer VitalChek if possible
- NLETS (MOVRS)
- Lexis Nexis VitalChek (credit card and ACH payment at the counter)
- CVIEW
- R.L. Polk
- IFTA Miles
- Any other interfaces required for IRP – See Appendix
- Phase II - develop stand-alone title module within the IRP system. Create output file that could be imported into MOVRS by internal staff at a later date.

Each interface will be described for what data is to be exchanged, direction, frequency and systems involved. The layouts/formats will be documented for batch and Web Services.

1.5 Technical Architecture Description

The technical architecture will consist of:

- Technical Architecture Diagrams
- Web and App Servers
- Service Oriented Architecture (SOA)

- Platform description
- Application tiers description
- Security architecture description
  - 3DES Encryption as required for sensitive data
  - HTTPS for secured communication
- Backup and disaster recovery description

The Technical Architecture Sessions Deliverables are as follows.

Celtic will leverage existing CMCS application data model and data dictionary.

1.6 Project Test Planning

Celtic shall be responsible for the development and maintenance of the Project Test Plan. The Test Plan is a description of the test activities planned for the project. The Project Test Plan establishes the systematic testing necessary to validate the project meets all requirements and the deliverables are in accordance with existing standards.

The Project Test Plan Deliverables are as follows:

Project Test Plan
The Project Test Plan focuses on identifying the testing techniques and phase. The Project Test Plan includes detailed information about testing (i.e. test plans, procedures, and reports) as the project progresses. The Project Test Plan must be refined and updated throughout the project lifecycle.

The Project Test Plan shall include:

- A description of the occurrence and timing of the test phases in the project lifecycle with entrance and exit criteria for each test phase;
- A specification of the test outputs/products at each test phase, including a description of the types of testing activities to be performed;
- A mapping of what requirements are verified in what test phase, including the development of test scenarios and test scripts (includes UAT);
- Criteria for evaluating the test results of each test phase including the users involved;
- A preliminary schedule for executing the test activities.

1.7 Data Conversion

The Celtic Team will develop a data conversion strategy for converting legacy data into the new data model. The strategy shall include detailed specifications regarding how data shall be converted, when it shall be converted, and what level of data cleansing will be needed. Celtic shall develop a basic understanding of the business drivers behind the prioritization strategy for data conversion as integrated with the system release strategy.

The Data Conversion plan shall document data mapping which includes the legacy systems and the new software solution. This includes providing the ability to determine the original data source in the event of

conversion errors. The Deployment Plan shall feed the Data Conversion execution. Normal production operations shall not be interrupted without prior KS DOR approval and plans for conversion shall be developed to ensure minimal operational interruption.

The Celtic Team shall identify strategies to minimize conversion, synchronization issues, and risks.

The Data Conversion Plan Deliverables are as follows:

Data Conversion Plan
The Celtic Team shall develop, deliver and maintain the Data Conversion Plan. The Plan will include:

- Overall schedule
- Dependencies, risks, and assumptions
- External constraints or requirements
- Approach to conversion (how data shall be converted, when it shall be converted and the level of data cleansing)
- Approach to data mapping
- Data transformation rules (import and export)
- Defining conversion data fields, data formats, translation tables
- Data mapping templates
- Data cleansing strategy
- Testing of data conversion scripts/loads strategy
- Planned tools
- Exception management

1.8 System Test Planning

Celtic is responsible for overall System Testing deliverables. These deliverables shall be submitted for review and approval by KS DOR. Celtic will lead the development of the System Test Scripts and support all other testing activities.

System Testing is conducted to validate that the requirements and design specifications are met by configuration, enhancement, and/or development of code. Testing includes the software development testing cycles of system/ integration, stress/performance, and user acceptance testing. Embedded in these sub-activities is regression testing, which is used when defects are identified and corrected within each of the testing sub-activities. In accordance with the project test Plan, the Celtic Team shall develop a System Testing Plan for all releases of the application and its interfaces.

Celtic shall be responsible to create test data for all testing phases. The Celtic Team will use the Celtic Incident Tracking tool (CITS) for defect tracking and resolution process.

The System Test Planning Deliverables are as follows:

System Test Plan
System testing is the sub-activity where all the individual code units are placed into a cohesive system and tested in a real-world environment. System testing tests an application over its complete life cycle, using

scripts and scenarios. Based on the detailed business and system requirements, Celtic with the support of the KS DOR Team shall ensure appropriate testing for role-based security. The System Testing activity is also known as integration testing. System tests shall help to validate end-to-end functionality of the application. A System Test Plan shall be created that shall act as the primary guide for execution of the System Testing activity. This document shall contain a testing strategy and an approach for all application modules, interfaces, and data conversion processes that are developed.

Celtic shall prepare a system test plan, test all aspects of the system, and utilize the CITS tool for system problems. Celtic and the KS DOR Team shall jointly develop the criteria for determining significant, medium and low impact defects. The system test shall demonstrate the successful operation of the system, ensuring that the new solution is functioning and processing data correctly.

The Celtic Team shall select test data representative of the production environment.

The Celtic Team shall derive test scripts, which reference requirements in the Traceability Matrix.

Celtic Team responsibilities include the preparation of test plans, test variants, test scenarios, test cases, test scripts, test data, and expected results for the entire system, including any preexisting or framework software. Complete end-to-end testing of the solution is required.

The Celtic Team shall provide a mechanism for tracking expected versus actual test results, and for tracking all errors, problems, and resolution. This reporting mechanism shall include numeric and graphical trend analysis for tests completed, errors identified, rework efforts, and retesting efforts.

The Celtic Team shall prepare and conduct a performance test plan employing system and network monitoring software, and system load simulation software using KS DOR tools as defined in Appendix K Current IT Systems Environment, of the KS DOR RPF. The test plan shall support, increasing numbers of users, and increasing activity levels. The system test shall continue until performance measures are met, and are expected to be met under full operational conditions. The Celtic Team shall plan, execute and document results from the test.

Testing will occur for each of the Core Business Functions that are implemented. Each implementation will test integration with prior modules.

Develop System Test Scripts

System test scripts simulate different test conditions between application programs to test an application's behavior and validate the software's capability to meet the defined requirements. Expected outcomes define what the correct result of the test shall be.

The Celtic shall develop detailed system test scripts and expected outcomes from the detailed design documents and the System Test Plan, and map back to the Traceability Matrix. The system test scripts and expected outcomes shall cover all the solution modules and interfaces.

The system test scripts and expected outcomes shall include:

- Expected results, actual results, pass//fail status
- Reference from the Requirements Traceability Matrix
- Test Results

Execute System Tests

In this sub-activity, the configured/developed code shall undergo system testing. Celtic will lead and is responsible and accountable for conducting system testing in coordination with KS DOR.

Based on the Project Plan and the System Test Plan, Celtic Team shall conduct system testing on all the applications and interfaces that are developed/modified/configured and implemented. The Celtic Team shall resolve issues and defects that are discovered during system testing. Test scripts and scenarios, which do not pass the system testing, shall be retested until resolved.

1.9 User Acceptance Testing

User Acceptance testing will be conducted by KDOR to verify that the developed system meets business and system requirements and is ready to be deployed into the production environment. User Acceptance testing verifies that the functional release meets end user requirements and expectations, and takes place after Unit and System testing.

KDOR is responsible to lead the development of the following deliverables:

User Acceptance Test Plan

In accordance with the project test plan, KDOR shall create a User Acceptance Test Plan with the assistance of Celtic. The User Acceptance Test Plan may include:

- Off-script testing
- Testing of all business cases
- Exception testing
- Testing with business partners
- Testing of internal and external interfaces
- Incorporating a "clean pass"

User Acceptance Test Scripts and Expected Outcomes

User acceptance test scripts simulate actual user conditions to test application behavior and validate that the software has met specific requirements. Expected outcomes define what the correct result of the test shall be.

The user acceptance test scripts and scenarios will cover the complete solution and interfaces. Celtic shall provide UAT scripts to supplement KSDOR scripts to ensure that all necessary components are tested for proper functionality.

Execute User Acceptance Test Scripts

In this sub-activity, the application and the configured, modified, and/or developed code shall undergo user acceptance testing.

If defects are identified during user acceptance testing, the Celtic Team shall resolve the defect and regression test that function.

The Celtic Team is responsible for updating all application and user documentation to be consistent with code that has been accepted and that will be promoted to the production environment.

1.10 Production Ready Code

After the defects in the User Acceptance Testing are resolved, Celtic shall provide a copy of the code to KS DOR with updated application and work with KS DOR to move the code into production.

1.11 Training

Celtic will develop the training deliverables. These deliverables shall be submitted for review and approval by KS DOR. Celtic will employ the "train the trainer" approach for the main IRP offices (including the 8 County IRP Offices.) KDOR will train the other county offices as required over some period of time if necessary.

Celtic is responsible for the following deliverables:

Training Materials
Celtic will deliver the necessary materials including User Manual, course content, training scenarios. Course materials will be provided at least 2 weeks prior to the training.

Training Schedule

Celtic will deliver a detailed training schedule showing day by day and hour by hour functionality including administration, customer service representatives, and Audit personnel.

On-Site Training
Celtic will provide 40 hours of on-site training to a select group of trainers and the 8 IRP County Office staff addressing all of the IRP functionality.

1.12 Implementation/Deployment

Implementation/Deployment Activity refers to the processes used for transitioning the built and tested solution software into the production environment. The Celtic / KS DOR Team will work together to create a comprehensive Implementation Plan that defines the strategy and approach to bring to production all of the required functionality. The Celtic / KS DOR will work together to create a Deployment Plan that provides the details of any software releases, including environment and hardware configuration, data conversion and integration with existing legacy systems during transition of the solution.

Celtic is responsible to lead the development of the following deliverables:

Implementation Plan
The Celtic Team shall propose an Implementation Plan that explains the proposed implementation concepts and explains how the overall implementation activity shall be executed. The Implementation Plan shall provide a detailed structure of the rollout and release strategy. The Celtic Team shall identify and explain advantages, challenges, barriers and risks of the proposed implementation strategy. This document shall encompass all the solution modules and interfaces and legacy modules and interfaces related to each release. The Plan shall consider a logical flow of the work processes and all constraints defined throughout the RFP. The plan shall be acceptable to KS DOR.

In addition, the implementation plan shall include details for the strategy and technical approach for contingency and rollback activities. In the case of a "No-Go" decision, a software release that is required to be

backed out of the production environment will need tasks defined and available for execution prior to production deployment activities.

The Implementation Plan that will include:

- Overall strategy
- Definition of how the solution shall be implemented

Deployment Plan

The Deployment Plan shall be an extension of the implementation strategy and shall link together all key components of the Implementation Plan. The Celtic Team will work with KS DOR to create the Deployment Plan to include a detailed explanation on how the deployment shall be conducted.

The Celtic Team shall be responsible for updating all application, user and technical documentation to make sure it is consistent with the code prior to deployment.

The Deployment Plan shall include:

- Scope and goals of the deployment plan
- Detailed timeline
- Sequence of deployment tasks
- Sequence of contingency and rollback tasks

The Team shall develop and maintain the Deployment Execution Checklist.

1.13 Final Acceptance

Final System Acceptance is determined by receiving formal signoff from KS DOR for the solution. Formal signoff is provided upon implementation of expected functionality.

1.14 Post Implementation Support

The Celtic Team shall provide maintenance and support to begin immediately after implementation and approval of Phase I. The cost agreed to by the parties is $200,000 due when maintenance and support begin and annually thereafter on the same day of the year. Additional enhancement hours after the 200 may be purchased for $115 per hour.

The contract period will be from the Date of Award and following for twenty-four (24) months with prices to remain firm for that period. Upon mutual agreement between the Kansas Department of Revenue and Celtic Systems, the contract may be extended under the same terms and conditions for one (1) additional twenty-four (24) month periods. The maintenance fee shall be adjusted by the percentage of increase (or decrease) of the Consumer Price Index (CPI) as published in the Wall Street Journal on the Effective Date anniversary. Annual fee and contract hourly enhancement fee shall never increase by more than two percent (2%).

Maintenance and Support

The Celtic Team shall create a projected release schedule for all Post-Implementation deployments to be approved by KS DOR. Some releases will be done on an emergency basis. Where possible, fixes,

enhancements, and other upgrades shall be grouped into scheduled, regular releases. These releases will undergo unit, system, quality assurance, and user acceptance testing.

Maintenance and Support activity includes:

- Support for the software to include 200 hours of enhancements to be consumed during each year of maintenance
- KDOR end user operations support
- Application code and/or operational modifications that arise due to application defects or upgrades
- Impact of 3rd party tool upgrades as required
- 3rd party tools provided by State and used by the application:
  - Email server
  - Fax server
  - Crystal reports (Designer tool, runtime)
  - Adobe Flash player
  - Tomcat for DMS
- Change Control
- Configuration Management
- Level 2 Help Desk Support to handle non resolvable Level 1 help desk Incidents from KS DOR
- IT Service Desk Support

The Celtic Team will provide the overall structure and framework to support the review, approval, and implementation of maintenance and support incidents. Incidents reported to the Celtic Help Desk will be entered to the Celtic Incident Tracking System (CITS). All change requests will be assessed to determine whether they are a defect or an enhancement.

The Celtic Team in conjunction with KS DOR shall manage the maintenance and support process, which includes activities such as identifying, prioritizing, assigning and resolving the tickets, monitoring the Help Desk activity, and conducting status reporting.

1.15 Assumptions

The Celtic Statement of Work is based on the following assumptions:

- Acceptance Criteria
- Deliverables shall be considered accepted when they have been reviewed and signed off on by KS DOR within the 5 business days agreed to.
- Celtic's Responsibilities

In addition to delivering Tools, Developed Works, and other Deliverables and Services on schedule, Celtic will

- participate in progress reviews as requested by KS DOR
- maintain records to verify authorship of the Developed Work
- Provide an invoice to KS DOR with a description that provides enough detail to verify the categorical classification of every Deliverable. Payments will be made on a quarterly basis.

Escrow of CMCS Software

In the event that the State of Kansas awards a contract for the K-CRAFTS IRP project to Celtic, Celtic will deposit a copy of the then current Source Code for the IRP Solution in an Escrow folder for Kansas and an Escrow agreement will be put in place.

The IRP Source Code may be purchased per agreement for $250,000 by the State at any time. The purchase of the IRP Source Code by the State would not include Source Code for : 1) Crystal Reports developed by Contractor: 2) DMS (Document Management Tool) used by the Contractor; and 3) the Contractor's Fee Calculator Service. Regarding the Crystal Reports, Contractor licenses that services and does not have rights to distribute such Source Code. Regarding the Fee Calculator Service, it is a dynamic system that is updated frequently by Contractor to reflect IRP related tax rate changes throughout fifty-nine states and provinces.

If at such time, Celtic ceases to do business or stops supporting its IRP System product, the state will be provided the current version of the Contractor's IRP System , including the Contractor's COTS Source Code and any Custom Software Source Code developed for the State of Kansas pursuant to this contract. In this circumstance wherein Celtic ceases to do business or stops supporting its IRP System product, the State would also receive the Source Code associated with the Fee Calculator with the understanding that Celtic would no longer update the jurisdiction fee schedule associated with the Fee Calculator and the State would be responsible for updating such schedule.

Schedule for Deliverables with Payments

The chart below shows the anticipated high level deliverables with associated payments.

Deliverable #	Description	Tentative Completion Date	Amount	Holdback @ 20%	Payment Amount
1	License Fee	Project Start (April 1, 2013)	$ 200,000	$ 40,000	$ 160,000
N/A	Cost for accelerated implementation to attain statutory effective date of HB 2557 (2012) - liquidated damages provision	April 15, 2013	$ 97,580	$ 19,516	$ 78,064
2	Project Management Plan Deliverables as defined in the Statement of Work v4 Page 1 Section 1.1.1, 1.1.2 and Detailed Project Plan Section 1.1.3	Monday, April 15, 2013	$ 50,000	$ 10,000	$ 40,000
3	Requirements Traceability Matrix Approved	Tuesday, April 30, 2013	$ 50,000	$ 10,000	$ 40,000
4	Functional Requirements Document Approved	Friday, May 31, 2013	$ 75,000	$ 15,000	$ 60,000
5	Interface Control Document Approved	Friday, May 31, 2013	$ 75,000	$ 15,000	$ 60,000
6	System Test Plan	Friday, June 07, 2013	$ 30,000	$ 6,000	$ 24,000
7	Data Conversion Plan	Friday, June 28, 2013	$ 30,000	$ 6,000	$ 24,000
8	Training Plan	Friday, July 26, 2013	$ 30,000	$ 6,000	$ 24,000
9	Demonstration of current functionality (Sandbox)	Monday, September 02, 2013	$ 160,000	$ 32,000	$ 128,000
10	System Test Complete and Approved	Friday, November 15, 2013	$ 160,000	$ 32,000	$ 128,000
11	UAT Complete and Approved	Friday, December 06, 2013	$ 160,000	$ 32,000	$ 128,000
12	Training Complete and Approved	Friday, December 13, 2013	$ 160,000	$ 32,000	$ 128,000

13	Data Conversion Complete and approved	Friday, December 20, 2013	$ 120,000	$ 24,000	$ 96,000
14	Implementation Approved and Release of Holdback	Tuesday, December 31, 2013	$ 200,000	$ -	$ 519,516*
		Totals	**$ 1,597,580**	**$ 319,516**	**$ 1,597,580**

* The "Payment Amount" for Deliverable #14 has been increased to incorporate payout of anticipated earned payment retainage.

Phase 2 – Title Management System for IRP with holdback of 20%

Deliverable #	Description	Tentative Completion Date	Amount	Amount	Amount
1	Functional Requirements with Interface Control Document	Feb 28, 2014	$ 50,000	$ 10,000	$ 40,000
2	System testing	May 30, 2014	$ 80,000	$ 16,000	$ 64,000
3	User Acceptance Testing	June 15, 2014	$ 70,000	$ 14,000	$ 56,000
4	Implementation Approved and Release of Holdback	June 30, 2014	$ 140,000	$	$ 180,000*
		Total	$ 340,000	$ 40,000	$ 340,000

* The "Payment Amount" for Deliverable #4 has been increased to incorporate payout of anticipated earned payment retainage.

Communications

All communications between the parties will be carried out through the following designated coordinators. All notices required in writing under this Agreement will be made to the appropriate contact listed below at the following addresses and will be effective upon actual receipt. Notices may be transmitted electronically, by registered or certified mail, or courier. All notices, with the exception of legal notices, may also be provided by facsimile.

- Business Coordinators
- Technical Coordinators

Acceptance and Completion Criteria

This section outlines the criteria by which Services provided by Celtic under this SOW shall be considered accepted and complete.

1.15.1.1 Acceptance Criteria

Celtic's services shall be considered accepted when they have been delivered to KS DOR per this SOW, accepted and signed off on by KDOR Management.

Quarterly Reporting

KDOR requires that Celtic assist in providing quarterly reports to KITO in the template to be provided.

Appendix A

Project Change Control Procedure

Changes to the Statement of Work (SOW) may be requested by either party. Changes implemented under this procedure also may affect other terms of the Agreement not included in the SOW.

1. A Project Change Request ("PCR")/Change Order ("CO") or an alternate mutually agreeable document will be used to communicate any requested change. The requesting party's project manager (or other designee) will draft the PCR/CO and submit it to the other party's project manager (or other designee). The PCR/CO should describe the changes, the rationale for the changes and the effect the changes will have on the Statement of Work or other aspects of the Agreement. The PCR/CO must incorporate the SOW by reference and include an effective date.
2. The parties will review the proposed change and approve it for further investigation, if any, or reject it. The investigation will validate the effect that the implementation of the PCR/CO will have on price, schedule, service level agreements (SLAs) and other terms and conditions of the Agreement.
3. When there is agreement on the PCR/CO, the SOW will be amended when the Celtic signs and Buyer's authorized Procurement representative countersigns the PCR/CO.
4. A Purchase Order or PO alteration that references the PCR/CO may be issued by Customer to authorize Celtic to perform as required by the PCR/CO. The PCR/CO is not a WA.

Appendix A-1: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- When a conflict arises between Celtic and Buyer, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within two (2) working days, the Celtic Project Manager and Customer Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Celtic Executive Sponsor will meet with Celtic Project Executive to resolve the issue.
- Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Appendix A-1 Project Change Control Procedure or via arbitration as per the Agreement to which the SOW is attached.
- During any conflict resolution, Celtic agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict and Customer agree to pay invoices per the Agreement.

Contract for RFP #1929 Attachment 3

The State's RFP No. 1929 shall be incorporated by reference into Attachment 3 of the Contract for RFP 1929 (EVT0001929) (or as titled in the contract "Attachment 3 RFP No. 1929 - EVT0001929" including amendments and addendums thereto, and associated Revised Offers., along with any correspondence associated with the documents, and shall therefore be incorporated by reference into the contract). This Attachment 3 shall be considered as part of this contract or contract documents as those terms are described in Section 5.1 – Contract Documents, for RFP No. 1929.

If any person should request the opportunity to review the identified documents, they are directed to contact the Kansas Department of Revenue's Kansas Open Records Act custodian for copies of the RFP #1929 documents. The documentation will be retained throughout the term of this contract and for at least five years thereafter. Copies of the various open records request forms are available on the Kansas Department of Revenue Web site at www.ksrevenue.org.

Contract for RFP #1929 Attachment 4

IRP/CVIEW Maintenance and Support (5 pages)

Attachment 4 is a document the parties will work from in developing an agreement for such maintenance and support services once the IRP System goes into production. It also anticipated that the State will use, and the Contractor will make available, the Contractor's Fee Schedule service and such cost is incorporated into the parties annual fees expectation for maintenance and services.

2.2 Copy of Annual Maintenance Agreement

The Celtic solution provides for support and maintenance of the IRP/IFTA product after customization and implementation under a Service Level Agreement (SLA). Our maintenance and support process is described below. We will work with the State to create the specific Service Level agreement if any changes are required to our standard SLA.

IRP/CVIEW Maintenance and Support

2.2.1 Definitions

- CITS
- This is the Celtic Incident Tracking System (CITS) that is used to report suspected Code or documentation errors, and to request their correction.
- Status Codes
- This means the established set of codes used to denote the final resolution of an issue.

2.2.2 Correction Times

This means the objectives that Celtic will strive to achieve for resolution of errors and distribution of the correction to Buyer.

a. "Severity 1" requires maximum effort support until an emergency fix or bypass is developed and available for DOR. Critical situations may require both parties to be at their respective work locations or available on an around-the-clock basis. Best efforts will be given to resolve these incident severities within 24 hours.

b. "Severity 2" Best efforts will be given to resolve these incident severities within 48 hours.

c. "Severity 3" Best efforts will be given to resolve these incident severities within 14 calendar days.

d. "Severity 4" Best efforts will be given to resolve these incident severities within 28 calendar days.

2.2.3 Severity Levels

This means designations assigned by DOR to errors to indicate the seriousness of the error based on the impact that the error has on the operation:

a. **Severity 1** is a critical problem. DOR cannot use the Product or there is a critical impact on the customer's operations which requires an immediate solution;

b. **Severity 2** is a major problem. DOR can use the Product, but an important function is not available or the customer's operations are severely impacted;

c. **Severity 3** is a minor problem. DOR can use the Product with some functional restrictions, but it

does not have a severe or critical impact on the customer's operations;

d. **Severity 4** is a minor problem that is not significant to the DOR operations. DOR may be able to circumvent the problem.

2.2.4 Maintenance Level Service

This means the service provided when an issue is identified.

a. **Level 1** is the service provided in response to the customer's initial call identifying an error. This level is handled internally by DOR.

b. **Level 2** is the service provided to reproduce and attempt to correct the error or to find that the service provider cannot reproduce the error. This level is handled by Celtic may require assistance from DOR.

c. **Level 3** is the service provided to isolate the error at the component level of the Code. The service provider distributes the Error Correction or circumvention or gives notice if no Error Correction or circumvention is found. This level is handled by Celtic and may require assistance from DOR.

2.2.5 Problem Determination

This means the process of determining whether a problem is being caused by hardware, software or documentation.

Problem Source Identification

This means the process of determining which software or documentation component is failing or attributing the failure to some external cause such as a customer error or no trouble found.

2.2.6 Coverage

The Support and Maintenance coverage includes IRP and CVIEW software and software components/tools required to run IRP and CVIEW. In the event Celtic provided hardware, Celtic will purchase the standard hardware warranty and it will be effective for on-site replacement as provided by the manufacturer unless additional warranty coverage is required,

2.2.7 Maintenance and Support Responsibilities

2.2.7.1 Process Flows

The parties will agree to the specific details of the process flow each will follow to resolve reported issues thirty (30) days prior to the general availability of the product.

DOR will perform the following maintenance Level 1 support responsibilities, as described below.

Level 1 - DOR will:

- create the CITS issue;
- obtain a description of the problem, and verify its severity;
- search the data base for known problems;
- provide the available resolution if the problem is known;
- recommend DOR assistance as required;
- if no resolution, pass the issue to Level 2; and
- Update CITS documenting Level 1 actions.

Level 2 and 3 Incident Requests

Thirty (30) days prior to general availability of the Product, Supplier will establish a process to check incoming electronic requests for Level 2 and Level 3 support at least twice daily.
Electronic requests shall be sent to specific email addresses.

Celtic will perform the following Level 2 and Level 3 support responsibilities.

a. Level 2. Celtic will:

(1) receive the CITS issue from Level 1;

(2) analyze problem symptoms and gather additional data from the customer as required;

(3) recreate the problem on the Developer Test System;

(4) determine if the error is due to improper installation of the Product by the customer;

(5) determine if the suspected error is due to prerequisite or operationally related equipment or software at the customer location;

(6) attempt a bypass or circumvention for high impact problems, i.e., Severity 1 and 2;

(7) if Celtic requests, DORDOR will assist in obtaining additional information or materials from the customer to support Level 3 Problem Determination, Problem Source Identification and problem resolution; and

(8) Update the CITS issue, documenting Level 2 actions.

b. Level 3. Celtic will:

(1) receive the CITS issue and supporting documentation and materials;

(2) analyze the problem symptoms and diagnose the suspected error;

(3) notify Level 2 if additional information, materials or documentation are required;

(4) attempt to recreate the problem on the Developer Test System, if required;

(5) assist Level 2 in attempting to develop a bypass or circumvention for high impact problems, i.e., Severity 1 and 2;

(6) determine if Error Corrections are required to the Program Product;

(7) if Error Corrections are required to the Program Product, provide Error Corrections to DORDOR in the format specified;

(8) Provide DOR with one of the defined CITS Closing Codes assigned, including text describing the resolution of the error.

(9) Provide resolution to issues according to the assigned Severity Level and within the defined Correction Time.

(10) receive technical questions, and supporting documentation and materials

(11) analyze the technical questions and provide answers to DOR

(12) Provide technical backup support to DOR on the Product as provided above. In addition, Celtic will provide assistance in answering questions that may arise concerning the operation and use of the Program Product that cannot be resolved by DOR; and

(13) Close out the problem record with DOR.

2.2.8 Scheduled Releases

As corrected versions become available, Celtic will provide a corrected version of the Program Product that includes all Error Corrections to the Program Product. Releases will be determined by the DOR provided schedule or as required for emergency purposes.

Escalation, Incident Reporting and Status Meetings

2.2.9 Escalation

Celtic will provide to DOR the name and phone numbers of personnel to contact when high priority problems are encountered outside of normal working hours that require immediate assistance. Supplier's normal working hours are defined as 8:00 AM to 5:00 PM Monday through Friday Arizona Time.

2.2.10 Incident Reporting

It is desirable that DOR report issues and status requests to Celtic via the CITS interface and that Celtic send issue Error Corrections status updates and requests for additional documentation to DOR via the same interface.

2.2.11 Status Meetings

Celtic will participate in monthly telephone conference calls with DOR to review the status and performance of the parties' obligations. These calls may be scheduled more or less frequently as agreed to by the Technical Coordinators.

Contract for RFP #1929 Attachment 6

The Contractor's Proposal (341 pages) for State's RFP No. 1929 shall be incorporated by reference into Attachment 6 of the Contract for RFP 1929 (EVT0001929) (or as titled in the contract "Attachment 6 Contractor's Proposal, and any subsequent amendments" including addendums thereto, and associated Revised Offers., along with any correspondence associated with the documents, and shall therefore be incorporated by reference into the contract). This Attachment 6 shall be considered as part of this contract or contract documents as those terms are described in Section 5.1 – Contract Documents, for RFP No. 1929. This Attachment includes all appendix, to the Contractor Proposal (including, but not limited to Appendix 1, Appendix 2). The parties acknowledge that the contract addresses IRP issues, and associated titling management of IRP class vehicles.

If any person should request the opportunity to review the identified documents, they are directed to contact the Kansas Department of Revenue's Kansas Open Records Act custodian for copies of the RFP #1929 documents. The documentation will be retained throughout the term of this contract and for at least five years thereafter. Copies of the various open records request forms are available on the Kansas Department of Revenue Web site at www.ksrevenue.org.

Contract for RFP #1929 Attachment 7

Interface Requirements (7 pages)

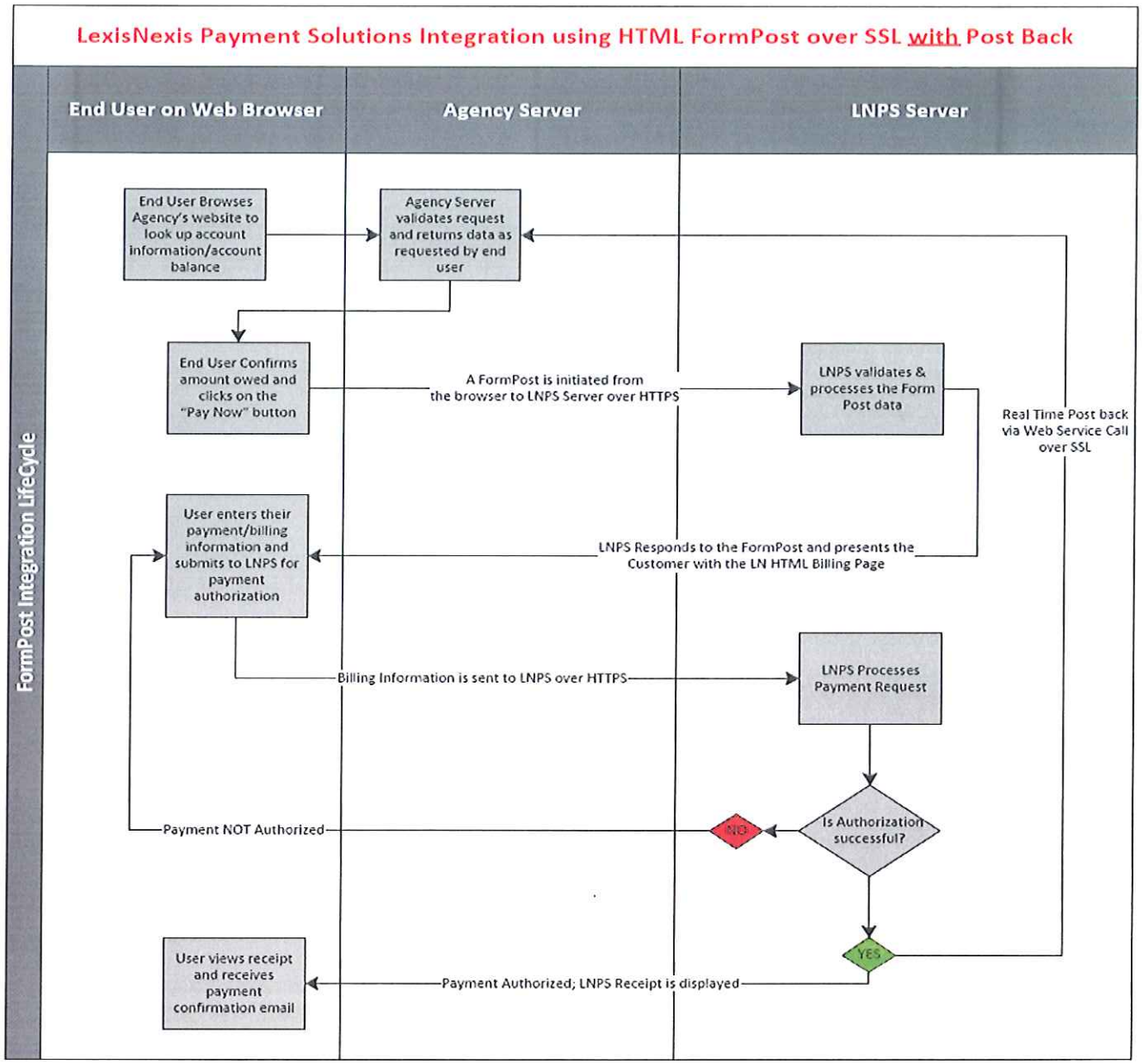
IRP Interface Requirements

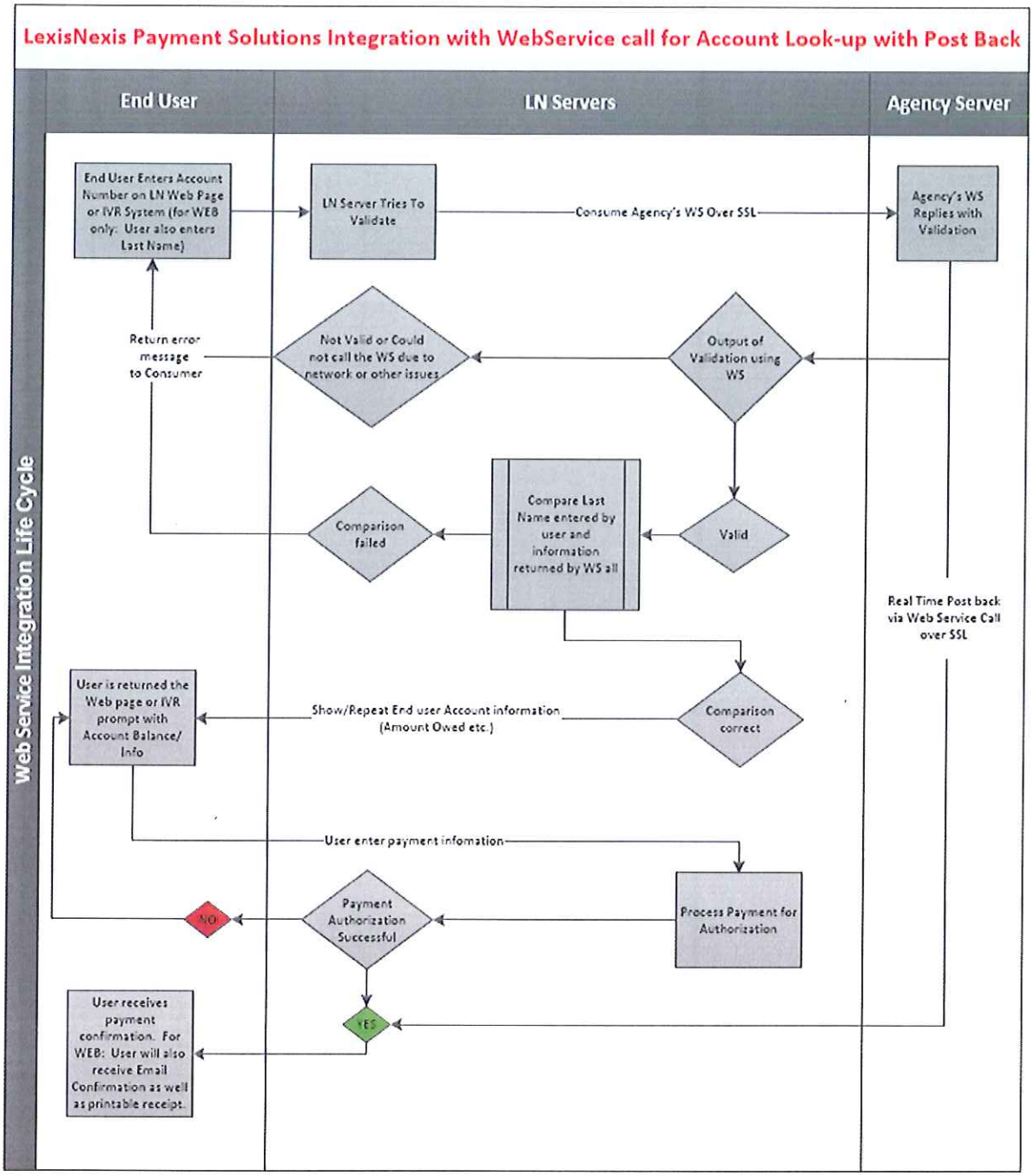
A table of existing interfaces for Kansas Apportioned Registration Data System (KARDS) follows along with the scheduled frequency and the purpose for the interface.

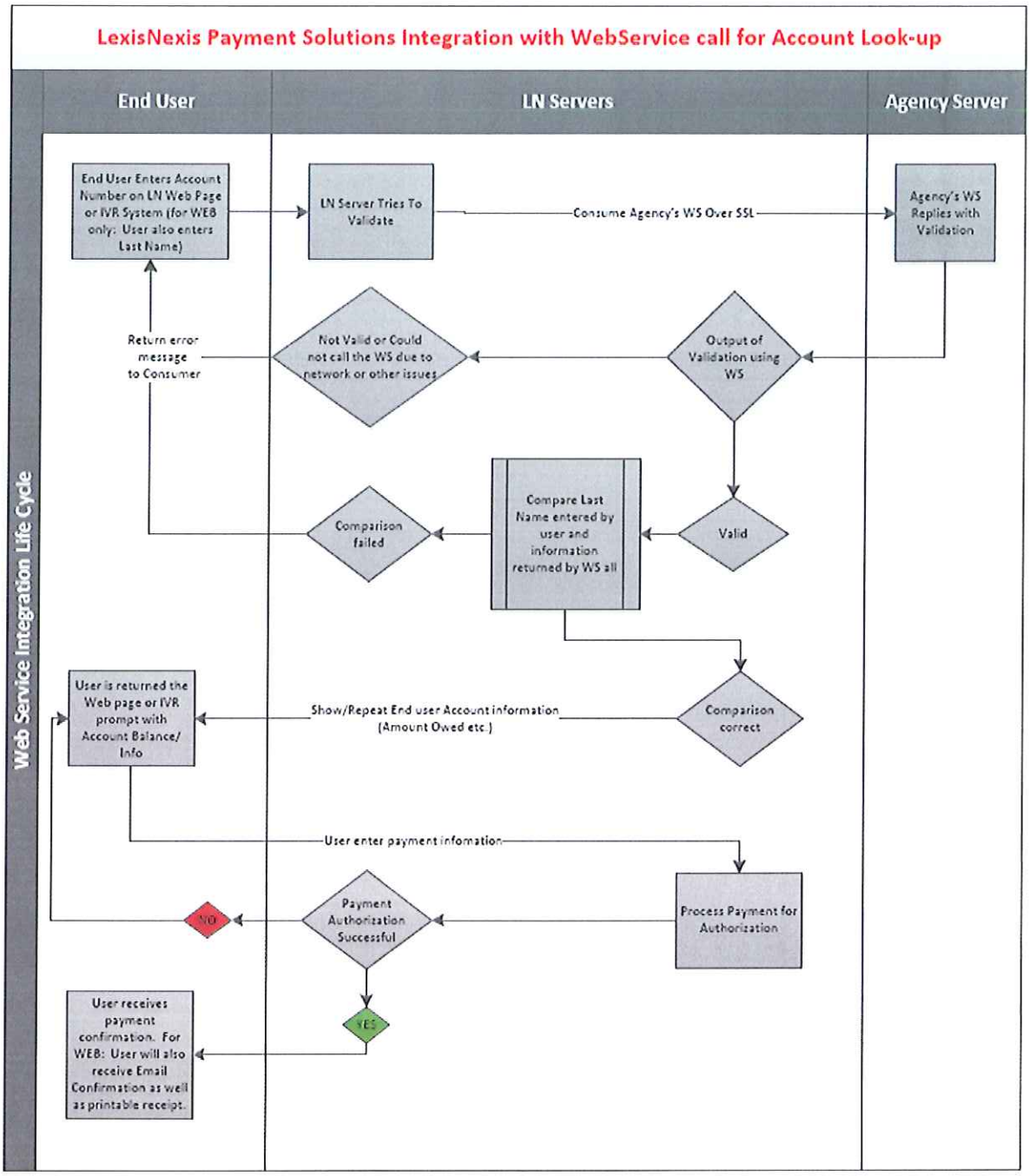
Interface	Schedule	Purpose
VitalChek	Online Transactional	Exchange of payment data; provides functionality to accept credit card and ACH payments
CVIEW (Iteris)	Online Transactional	CVIEW interface for safety checks and USDOT number verification. Commercial Highway Patrol.
NLETS (MOVRS)	Every X number of hours data is sent to MOVRS	Enables Law Enforcement Officials to find registration information. No data is returned.
R.L. Polk	Annual	Sell data
IFTA Miles	Annual prior to renewals	Import IFTA miles prior to running IRP renewals. Format will be provided when IFTA .Net is built.
IRP Jurisdictions	Build in with Celtic	Fiscal distributions for both the IRP clearinghouse and to other jurisdictions. All audits will be transmitted as part of the fiscal distribution process.
Tiles Inventory (MOVRS)	Export only	The KDOR is contracting with Celtic for the stand-alone titles module internal to the IRP system. We do however desire a file to be extracted for import into MOVRS when and if desired.

VitalChek Parameters	Value
Dependencies/pre-conditions	None
Frequency of run	Online Transactional
Run day and time	N/A
Direction	Input and Output
Agency	VitalChek

The VitalChek interface provides a method for IRP to accept credit card and Automated Clearing House payments from customers. This interface initiates an order object and attaches items to the order. Collects all financial information and displays a summary to the customer. After the customer submits payment the application either concludes the transaction or returns the reason why the transaction was declined. (Currently in use for Central Permits.)


LexisNexis Payment Solutions Integration using HTML FormPost over SSL with Post Back
End User on Web Browser
Agency Server
LNPS Server
FormPost Integration LifeCycle
End User Browses Agency's website to look up account information/account balance
Agency Server validates request and returns data as requested by end user
End User Confirms amount owed and clicks on the "Pay Now" button
A FormPost is initiated from the browser to LNPS Server over HTTPS
LNPS validates & processes the Form Post data
Real Time Post back via Web Service Call over SSL
User enters their payment/billing information and submits to LNPS for payment authorization
LNPS Responds to the FormPost and presents the Customer with the LN HTML Billing Page
Billing Information is sent to LNPS over HTTPS
LNPS Processes Payment Request
Is Authorization successful?
NO
Payment NOT Authorized
YES
User views receipt and receives payment confirmation email
Payment Authorized; LNPS Receipt is displayed


LexisNexis Payment Solutions Integration with WebService call for Account Look-up with Post Back
End User
LN Servers
Agency Server
Web Service Integration Life Cycle
End User Enters Account Number on LN Web Page or IVR System (for WEB only: User also enters Last Name)
LN Server Tries To Validate
Consume Agency's WS Over SSL
Agency's WS Replies with Validation
Return error message to Consumer
Not Valid or Could not call the WS due to network or other issues
Output of Validation using WS
Compare Last Name entered by user and information returned by WS all
Comparison failed
Valid
Real Time Post back via Web Service Call over SSL
User is returned the Web page or IVR prompt with Account Balance/ Info
Show/Repeat End user Account information (Amount Owed etc.)
Comparison correct
User enter payment infomation
NO
Payment Authorization Successful
Process Payment for Authorization
YES
User receives payment confirmation. For WEB: User will also receive Email Confirmation as well as printable receipt.



CVIEW Parameters	Value
Dependencies/pre-conditions	None
Frequency of run	Online Transactional
Run day and time	N/A
Direction	Input and Output
Agency	CVIEW database (hosted by Iteris, Inc.)

Within vehicle related supplements managed by the IRP system, KDOR is required to perform external checks against the CVIEW database hosted by Iteris, Inc. The checks are performed by making calls to the XML Web services over the internet. The scope of this requirement is to accomplish the external checks and integrate the resulting data into the Kansas IRP system.

Iteris, Inc. has provided a web service architecture that supports the calls into the CVIEW database. Upon retrieval from Iteris, Inc. the CVIEW data is translated into a format that can be incorporated into KARDS.

Affected supplement types are as follows:

- New Motor Carrier Account
- New Fleet Vehicle
- Renew Fleet
- Add Vehicle
- Correct Fleet Vehicle
- Transfer Vehicle
- Fleet to Fleet Transfer
- Administrative Vehicle Correction

NLETS Parameter	Value
Dependencies/pre-conditions	None
Frequency of run	Online Transactional
Run day and time	N/A
Direction	Output
Estimated run time	N/A
File details	XML
Agency	N/A

This interface sends data to MOVRS who sends to KBI who sends on to NLETS.

```
<?xml version="1.0" encoding="utf-8" ?>
- <record length="350">
  <field name="RegistrationYear" from="01" to="04" type="int" />
  <field name="AccountNumber" from="05" to="12" type="int" />
  <field name="FleetNumber" from="13" to="16" type="int" />
  <field name="FleetType" from="17" to="36" />
  <field name="FleetAuthorityNumber" from="37" to="44" type="int" />
  <field name="Status" from="45" to="54" />
  <field name="StatusDate" from="55" to="62" />
  <field name="AccountName" from="63" to="98" />
  <field name="FleetName" from="99" to="134" />
  <field name="FleetAddress" from="135" to="170" />
  <field name="FleetCity" from="171" to="190" />
  <field name="FleetState" from="191" to="192" />
  <field name="FleetZip" from="193" to="202" />
  <field name="FleetBusinessPhone" from="203" to="214" />
  <field name="VehicleUSDOT" from="215" to="222" type="int" />
  <field name="VehicleFEIN" from="223" to="231" type="int" />
  <field name="VehicleOwnerName" from="232" to="267" />
  <field name="VIN" from="268" to="287" />
  <field name="Plate" from="288" to="296" />
  <field name="VehicleModelYear" from="297" to="300" />
  <field name="VehicleMake" from="301" to="304" />
  <field name="VehicleFuelType" from="305" to="319" />
  <field name="VehicleAxles" from="320" to="321" type="int" />
```

```
<field name="VehicleColor" from="322" to="336" />
<field name="VehicleRegisteredWeight" from="337" to="342" type="int" />
<field name="UpdatedDate" from="343" to="350" />
   </record>
```

R.L. Polk	Value
Dependencies/pre-conditions	None
Frequency of run	Annual
Run day and time	N/A
Direction	Output
Estimated run time	N/A
File details	XML
Agency	N/A

Data is pulled annually for R.L. Polk.

```
<?xml version="1.0" encoding="utf-8" ?>
<record>
        <field name="V-RGSTRTN_YEAR"/>
 <field name="V-ACNT-NMBR"/>
 <field name="RV-RGSTRNT-FLT-ID"/>
 <field name="RV-DBA-NAME"/>
 <field name="RV-RGSTRNT-NAME"/>
 <field name="RV-RGSTRNT-MLNG-ADRS-STRT-1"/>
 <field name="RV-RGSTRNT-MLNG-ADRS-STRT-2"/>
 <field name="RV-RGSTRNT-MLNG-CITY"/>
 <field name="RV-RGSTRNT-MLNG-STT-CODE"/>
 <field name="RV-RGSTRNT-MLNG-ZIP-CODE"/>
 <field name="RV-RGSTRNT-BSNS-ADRS-STRT-1"/>
 <field name="RV-RGSTRNT-BSNS-ADRS-STRT-2"/>
 <field name="RV-RGSTRNT-BSNS-CITY"/>
 <field name="RV-RGSTRNT-BSNS-STT-CODE"/>
 <field name="RV-RGSTRNT-BSNS-ZIP-CODE"/>
 <field name="RV-RGSTRTN-PLT-NMBR"/>
 <field name="RV-VHCL-EQPMNT-ID"/>
 <field name="V-VHCL-MDL-YEAR"/>
 <field name="RV-VHCL-MAKE"/>
 <field name="RV-VHCL-ID-NMBR"/>
 <field name="V-VHCL-NMBR-AXLES"/>
 <field name="RV-VHCL-FUEL-TYPE"/>
 <field name="V-VHCL-UNLDN-WGHT"/>
 <field name="V-VHCL-PRCHS-DATE"/>
 <field name="V-VHCL-PRCHS-PRICE"/>
 <field name="V-RGSTRTN-EFCTV-MONTH"/>
        </record>
```

Text version

Record Count: {0}

Registration Year
Account Number
Registration Fleet
DBA Name
Company Name

Mailing Address Street 1
Mailing Address Street 2
Mailing Address City
Mailing Address State Code
Mailing Address Zip Code
Business Address Street 1
Business Address Street 2
Business Address City
Business Address State Code
Business Address Zip Code
Registration Plate
Vehicle Equipment ID
Vehicle Model Year
Vehicle Make
Vehicle ID Number
Number of Axles
Fuel Type
Unladen Weight
Purchase Date
Vehicle Purchase Price
Registration Effective Month